

waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lenders option. All lease obligations must be performed in the county where the apartment is located.

WAIVER OF JURY TRIAL. To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute, common law, and/or related to this Lease Contract shall be to a judge and not a jury.

All discretionary rights reserved for us within this Lease Contract or any accompanying addendum are at our sole and absolute discretion.

Obligation to Vacate. Resident shall vacate the Premises and removal of all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.

Security Guidelines for Residents

36. SECURITY GUIDELINES. In cooperation with the National Apartment Association, we'd like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

PERSONAL SECURITY—WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows—even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
4. If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your doorlocks, window latches, and other devices regularly to be sure they are working properly.
10. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management—in writing, dated and signed—in needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management—in writing, dated and signed—in malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

PERSONAL SECURITY—WHILE OUTSIDE YOUR APARTMENT

37. MOVE-OUT NOTICE. Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire lease term if you move out early (paragraph 22) except under the military clause (paragraph 29). **YOUR MOVE-OUT NOTICE MUST COMPLY WITH PARAGRAPH 29 FOLLOWING.**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the lease term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THIS ARTICLE. Please use our written move-out form. You must obtain from our representative a written acknowledgement that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice—unless you are in default.

38. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before

Alyssa Portnoy, Darlene Portnoy

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FORCE MAJEURE. We are not responsible for compelling performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent a lawd under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent a lawd under applicable law.

39. PAYMENTS. Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

40. ASSOCIATION MEMBERSHIP. We represent that either: (1) we, or (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

15. Lock your doors while you're gone. Lock any doorknobs, lock keyless deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're in vacation.
18. Tell your roommate or spouse where you're going and when you'll be back.
19. Don't walk alone at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or a nearby flowerpot; these are the first places a burglar will look.
21. Don't give entry keys, codes or electronic gate cards to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY—WHILE USING YOUR CAR

26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
27. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
28. Don't leave your keys in the car.
29. Carry your key ring in your hand whenever you are walking to your car—whether it is daylight or dark and whether you are at home, school, work, or on vacation.
30. Always park in a well-lit area. If possible, try to park your car in an off-street parking area rather than on the street.
31. Check the backseat before getting into your car.
32. Be careful when stopping at gas stations or automatic teller machines at night—or anywhere when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is foolproof. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. **We assume you express a implied awareness of security.** The best safety measures are the ones you perform as a matter of common sense and habit.

When Moving Out

the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in late fees and acceleration of future rent under paragraphs 11 and 32. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the Lessor written notice in writing, each resident's forwarding address.

39. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must allow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

40. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repair, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

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SECURITY DEPOSITS AND OTHER CHARGES
 You'll be liable for the following charges, if applicable: unpaid rent, unpaid utilities, unreimbursed service charges, repairs or damages caused by negligence, carelessness, accident or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing, replacing dead or missing smoke-detector batteries, utilities for repairs or cleaning trips a lessor or company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out), trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys, missing or burned-out light bulbs, removing or rekeying unauthorized security devices or alarm systems, agreed reletting charges, packing, removing or storing abandoned property, removing illegally parked vehicles, special trips for trash removal caused by parked vehicles blocking dumpsters, false security-alarm charges unless due to our negligence, animal-related charges under paragraphs 6 and 27; government fees or fines against us for a violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling or other matters; late-payment and returned-check charges, plus attorney's fees for violation of R.C. 5321 (5), court costs, and filing fees actually paid, and other sums due under this Lease Contract.

You'll be liable to us for (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date, (2) accelerated rent if you have violated paragraph 32 and (3) a reletting fee if you have violated paragraph 11.

42. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT. We'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after termination of the rental agreement and delivery of possession. One check made jointly payable to all occupants named on the Lease Contract shall be mailed.

Signatures, Originals and Attachments

43. ORIGINALS AND ATTACHMENTS. This Lease Contract has been executed in multiple originals, with original signatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- Animal Addendum
- Inventory and Condition Form
- Mold Addendum
- Enclosed Garage Addendum
- Community Policies Addendum
- Lease Contract Guaranty (guarantees, if more than one) _____
- Notice of Intent to Move Out Form
- Parking Permit or Sticker (quantity) _____
- Satellite Dish or Antenna Addendum
- Asbestos Addendum (if asbestos is present)
- Lead Hazard Information and Disclosure Addendum (check if applicable)
- Utility Addendum
- Remote Control, Card or Code Access Gate Addendum
- Lease Contract Buy-Out Agreement
- Intrusion Alarm Addendum
- Other _____ **Package**
- Other _____

You are legally bound by this document.
Read it carefully before signing.

Resident or Residents (initials below)

John

Alley

Owner or Owner's Representative (signature on behalf of owner)
Isaac Stevens

Address and phone number of owner's representative for notice purposes

200 West Galbraith Road

Cincinnati, Ohio 45215

(513) 948-2300

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1) **08/10/2016**

SPECIAL PROVISIONS (CONTINUED FROM PAGE 2) No personal checks, money orders, cashiers checks will be accepted after move-in. Only online payments, WIFPS and credit card will be accepted. If lease is not fulfilled, termination policy and fees will apply (see concession addendum & buy-out agreement)

Williamsburg of Cincinnati
Alyssa Portnoy, Darlene Portnoy

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Animal Addendum

Becomes part of Lease Contract

Date: August 10, 2016

(or when this Addendum is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests and the terms "we" "us" and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. DWELLING UNIT DESCRIPTION. Apt No. 9807,
9807 Constitution Dr (street address)
 in Cincinnati (city)
 Ohio, 45215 (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: August 10, 2016
 Owner's name: RE Williamsburg, LLC

Residents (list all residents) Alyssa Portnoy,
Darlene Portnoy

The Lease Contract is referred to in this Addendum as the "Lease Contract."

3. CONDITIONAL AUTHORIZATION FOR ANIMAL. You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. ANIMAL DEPOSIT. An animal deposit of \$ 0.00 will be charged. This deposit will not be considered part of the general security deposit for any purpose. The security deposit amount in Provision 4 of the Lease Contract does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ 25.00. The monthly rent amount in Provision 6 of the Lease Contract [check one] includes does not include this additional animal rent.

6. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

7. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)-mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect-into the dwelling or apartment community.

Animal's name No Pets @ Move-In

Type: _____

Breed: _____

Color: _____

Weight: _____ Age: _____

City of license: _____

License no.: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

Animal's name: _____

Type: _____

Breed: _____

Color: _____
 Weight: _____ Age: _____
 City of license: _____
 License no.: _____
 Date of last rabies shot: _____
 Housebroken? _____
 Animal owner's name: _____

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form.

Restricted full or mixed breeds (Pit
Bulls, Bull Terriers, American
Staffordshire Terriers, Rottweilers,
German Shepherds, Huskies, Alaskan
Malamutes, Doberman Pinschers, Chows,
Presca Canaria, Boxers, Dalmatians,
Mastiffs, American Bulldogs, Tosa Kens,
Great Danes, Akitas, Wolf Hybrids, and
Fila Brasilienses) are not allowed. No more
than 2 pets per apartment. The one-time
pet fee of \$350 or \$450 is non-refundable.
Written notice and proof must be provided
in order to remove monthly pet rent
charges. If resident will shelter a pet
during this lease term, he/she will notify
management with the necessary information,
pay the charges listed in this addendum
and agree to acknowledge this addendum at
this time.

9. EMERGENCY. In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment at your expense.

Doctor: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____

10. ANIMAL RULES. You are responsible for the animal's actions at all times. You agree to abide by these rules.

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: _____
- Outside, the animal may urinate or defecate *only* in these designated areas: _____
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.

- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

11. ADDITIONAL RULES. We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

12. VIOLATION OF RULES. If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

13. COMPLAINTS ABOUT ANIMAL. You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

14. OUR REMOVAL OF ANIMAL. In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling unit for an extended period of time without food or water;
- failed to care for a sick animal;
- violated our animal rules; or
- let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may board the animal or turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a hen on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

15. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC. You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, deleaching, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

16. MOVE-OUT. When you move out, if necessary, you'll pay for deleaching, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

17. YOUR REMOVAL OF THE ANIMAL. As we may be responsible if your animal bites another person or animal, you agree the animal must be immediately and permanently removed if we see or receive any complaint that the animal is exhibiting any vicious tendency.

18. MULTIPLE RESIDENTS. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

19. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 8 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents
(All residents must sign)

[Handwritten signatures]

Alyssa Portnoy, Darlene Portnoy

Owner or Owner's Representative
(Sign below)

[Handwritten signature]

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UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract referred to in this addendum as "Lease contract" or "Lease" dated August 10, 2016 between RRE Williamsburg, LLC

Alyssa Portnoy, Darlene Portnoy located at **9807 Constitution Dr
Cincinnati, OH 45215** and is in addition to all terms and conditions in the Lease in the extent that the terms of this Utility Addendum conflict with those of the Lease, this Utility Addendum shall control
("You" and/or "You") of Unit No **9807** (street address) in

METERING ALLOCATION METHODS KEY

METERING ALLOCATION METHODS KEY

"1" - Sub-metering of all of your water/gas, electric use
"2" - Calculation of your total water use based on sub-metering of hot water
"3" - Calculation of your total water use based on sub-metering of cold water
"4" - Flat rate per month
"5" - Allocation based on the number of persons residing in your dwelling unit
"6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula

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Alyssa Portnoy, Darlene Portnoy

- "Allocation based on square footage of your dwelling unit"
- "Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit"
- "Allocation based on the number of bedrooms in your dwelling unit"
- "Allocation based on a lawful formula not listed here"
- (Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the services provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within _____ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for non-payment. In the event there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$ <u>5.50</u>	(not to exceed \$ _____)
Monthly Administrative Billing Fee:	\$ <u>4.65</u>	(not to exceed \$ _____)
Late Fee:	\$ _____	(not to exceed \$ _____)
Final Bill Fee:	\$ _____	(not to exceed \$ _____)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$ _____.

5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.

6. We are not liable for any losses or damages you incur as a result of outages, interruptions or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions or fluctuations.

7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.

8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.

9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.

10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

12. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Lease Contract.
If resident does not have electric or gas service in their name at move in, then a \$50 charge plus the utility usage will be billed. There will be a \$1.95 move out fee added as well.

Resident Signature Portnoy Date 08/11/2016
 Resident Signature Portnoy Date 08/17/2016
 Resident Signature _____ Date _____
 Resident Signature _____ Date _____
 Management _____ Date 08/22/2016

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Bed Bug Addendum

Date August 10, 2016
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. 9807, 9807 Constitution Dr
(street address)
in Cincinnati,
(city), Ohio, 45215 (zip code)

2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: August 10, 2016
Owner's name RRE Williamsburg, LLC

Residents (list all residents): Allyssa Portnoy,
Darlene Portnoy

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION. You agree that you (Check one)

- have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation, OR
- will inspect the dwelling within 48 hours after move-in/renewal and notify us of any bed bugs or bed bug infestation.

5. INFESTATIONS.

You agree that you have read all of the information on this addendum about bed bugs and (Check one)

you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence OR

you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here

6. ACCESS FOR INSPECTION AND PEST TREATMENT. You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You

and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

7. NOTIFICATION. You must promptly notify us

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property
- of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

8. COOPERATION. While we are responsible for

making reasonable provisions for the extermination of roaches, ants, wood destroying organisms, and other treatable insects such as bed bugs, we may not be responsible for paying for treatment for bed bugs in the dwelling under certain circumstances described below (Provision 10). In order to deter bed bugs from entering or spreading to the dwelling, you agree that all times during this Lease agreement that you shall:

- 1) Keep all mattresses, used or stored in the dwelling, wrapped or sealed in a mattress cover made of vinyl, plastic, or other impervious material that must remain sealed or completely closed at all times, there must be no tears or rips in the covering of the mattress, and
- 2) Not in place anything in the dwelling, especially used furniture, unless it thoroughly inspected by you, prior to placing it in the dwelling. Further, you must cooperate with us and our licensed pest control agents to treat and eliminate the presence of any bed bugs. You agree:
- 1) To follow any pretreatment instructions provided by us or our pest control operator to prepare the dwelling for treatment,
- 2) Have the dwelling prepared on the day of treatment, this may include putting away food and personal care items, movement of furniture and, if so instructed, vacating and staying out of the dwelling for a period of hours during that period of treatment described in the pretreatment instructions,
- 3) Following all post-treatment directives and instructions including the disposal of property that cannot be treated, and regular vacuuming; and
- 4) To allow us and our pest control operator to inspect the dwelling for any signs of bed bugs.

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Alyssa Portnoy, Darlene Portnoy

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maintaining certain items in sealed containers as much as practically possible between treatments. You further agree that you will not treat for any live bed bug activity yourself with any chemical or treatment commonly available at hardware or home improvement stores. Only chemicals used by our licensed pest control operators may be used to treat for bed bugs. Additionally, you agree to report any sign of bed bugs, live or dead activity, to our office immediately.

9. TEMPORARY RELOCATION. Infestations from such pests, including bed bugs in the dwelling and/or adjoining dwellings, may necessitate you vacating the dwelling either temporarily or permanently in order for us to eradicate the infestation. If you are relocated or the lease is terminated then we shall be released from all other obligations under this Lease Agreement. If we terminate your Lease Agreement and infestation is not caused or worsened by your actions or inactions and you vacate according to this Provision then you shall be released for the balance of your financial responsibilities under the Lease Agreement except for physical damages, beyond ordinary wear and tear, to the dwelling. If the infestation is caused by you, your family, your guests, or your invitees then we shall not be liable for the costs of such relocation and we do not have to offer you another dwelling in the Community or another dwelling owned by our company. In the event of such relocation or termination of your lease, you may still be liable and we may still charge you for extermination charges as listed in Provision 10 below.

10. RESPONSIBILITIES. You agree to avoid creating any condition which would cause or promote the presence of bugs, including bed bugs. You will be required to pay for a portion or all of any treatment to eradicate bed bugs in the dwelling if any infestation from your dwelling spreads to other adjoining dwellings above, below, or next to your dwelling and you have failed to

follow Provision 8 (Cooperation) requirements above. Further, you will be responsible for the cost of treatment if we determine that: 1) Your actions or inactions contribute to or result in a bed bug infestation, 2) Your mattresses are not encased as required by this Addendum, 3) If you fail to report a bed bug condition immediately upon the time that you notice live or dead activity, 4) If you try to "self treat" the infestation as prohibited by Provision 8 of this Addendum, or 5) If you fail to prepare or fail to cooperate with the treatment described in the Cooperation Provision of this Addendum, including denying access for treatment on any scheduled date or otherwise hinder our treatment of the dwelling. Any invoice submitted to you for the cost of extermination of any bed bug infestation shall become Additional Rent due and payable with the next monthly Rent payment and, your refusal to pay any Additional Rent charged with the next monthly Rent payment may be considered as a partial Rent payment by you and may be refused by us.

You will be responsible for the costs of moving other residents in order to treat adjoining or neighboring dwellings, to your dwelling and you may be responsible for the costs of our lost rental income and expenses incurred in relocating neighboring residents to perform pest control treatments or eradicate infestations in dwellings adjacent to yours. If you fail to pay us any of the costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all the rights and remedies under the Lease Agreement and obtain immediate possession of the dwelling. If you move out after your right of occupancy has been properly terminated you will be liable for all lost rent under the Lease Agreement.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Walter

Alyssa Portnoy

Owner or Owner's Representative
(Sign below)

Walter Stevens

Date of Signing Addendum

08/22/2016

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Alyssa Portnoy, Darlene Portnoy

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Ohio/National Apartment Association Official Form 14-JJ, May, 2014
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BED BUGS - A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals--their sole food source--the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs' increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs' presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and

mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

LEASE CONTRACT BUY-OUT AGREEMENT



1 **Dwelling Unit Description.** Unit No 9807
9807 Constitution Dr (street address)
in Cincinnati (city),
Ohio, 45215 (zip code)

2 **Lease Contract Description.**

Lease Contract date August 10, 2016
Owner's name RRE Williamsburg, LLC

Residents (list all residents) Alyssa Portnoy,
Darlene Portnoy

3 The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early--subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

4 **Buy-Out Procedures.** You may buy out of the Lease Contract prior to the end of the lease term and out of all liability for paying rent for the remainder of the lease term if all of the following occur:

- (a) you give us written notice of buy-out at least 60 days prior to the new termination date (i.e., your new move-out date), which (check one) must be the last day of a month or may be during a month, if no number of days is listed, the number shall be 60;
- (b) you specify the new termination date in the notice i.e. the date by which you'll move out;
- (c) you are not in default under the Lease Contract on the date you give us the notice of buy-out;
- (d) you are not in default under the Lease Contract on the new termination date (move-out date);
- (e) you move out on or before the new termination date and do not hold over;
- (f) you pay us a buy-out fee (consideration) of \$ 1230.00;
- (g) you pay us the amount of any concessions listed you received when signing the Lease Contract; and
- (h) you comply with any special provisions in paragraph 9 below.

5 **When payable.** The buy-out fee in paragraph 4(f) is due and payable no later than 60 days after you give us your buy-out notice. If no number of days is listed the number shall be 30. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ and is due payable on the same day as the buy-out fee subject to any special provisions in paragraph 9 regarding the amount, calculation method, or payment date.

6 **Showing unit to prospective residents.** After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your

unit to prospective residents and telling them it will be available immediately after your new termination date.

7 **Compliance essential.** Our deposit of all amounts due under paragraphs 4(f) and 4(g) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically, and (1) any amounts you have paid under this agreement will become part of your security deposit and (2) the lease will continue without buy-out. Then, if you move out early you are subject to all lease remedies including retarding fees and liability for all rents for the remainder of the original lease term.

8 **Miscellaneous.** If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already rented the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent--even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 4(c) and 4(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

9 **Special provisions.** Your right of buy-out (check one) or is not limited to a particular fact situation. If limited, buy-out may be exercised only if the following facts (see below) occur and any described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed agreement. Any false statements or documents presented to us regarding buy-out will automatically void your right to buy-out of the Lease Contract. The special provisions are:

Resident will give notice and pay for 60 day notice. Also, there will be buy-out fee equal to 2 months of rent. Resident will pay back any concession.

Resident or Residents
All residents must sign

Alyssa Portnoy
Darlene Portnoy

Owner or Owner's Representative
/signs below/

Tessa Stevens

Date of Lease Contract
August 10, 2016





LEASE ADDENDUM
LIABILITY INSURANCE REQUIRED OF RESIDENT

1 Dwelling Unit Description. Unit No 9807
9807 Constitution Dr (street address)
in Cincinnati (city),
Ohio, 45215 (zip code)

2 **Lease Contract Description.**
I case Contract date August 10, 2016
Owner's name RRE Williamsburg, LLC

Residents (list all residents) Alyssa Portnoy,
Darlene Portnoy

- 3 Acknowledgment Concerning Insurance or Damage Waiver.** You acknowledge that we do not maintain insurance to protect you against personal injury, loss or damage to your personal property or belongings, or to cover your own liability for injury, loss or damage you (or your occupants or guests) may cause others. You also acknowledge that by not maintaining your own policy of personal liability insurance, you may be responsible to others (including us) for the full cost of any injury, loss or damage caused by your actions or the actions of your occupants or guests. You understand that paragraph 8 of the Lease Contract requires you to maintain a liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ 100000.00 per occurrence. You understand and agree to maintain at all times during the Term of the Lease Contract and any renewal periods a policy of personal liability insurance satisfying the requirements listed below, at your sole expense.
- 4 Required Policy.** You are required to purchase and maintain personal liability insurance covering you, your occupants and guests for personal injury and property damage any of you cause to third parties (including damage to our property), in a minimum policy coverage amount of \$ 100000.00, from a carrier with an AM Best rating of a B+ or better, licensed to do business in Ohio (often called making us an Additional Insured Party). The carrier is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change in your coverage. We retain the right to hold you responsible for any loss in excess of your insurance coverage.
- 5** We may provide you with information of an insurance program that we make available to residents, which provides you with an opportunity to buy renter's insurance from a preferred company. However, you are free to contract for the required insurance with a provider of your choosing.

I have read, understand and agree to comply with the preceding provisions.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date of Lease Contract

August 10 2016



COMMUNITY RULES AND REGULATIONS

In an effort to provide a safe and enjoyable place to call home, we have established Community Rules and Regulations for all residents and their guests to observe. These Community Rules and Regulations are incorporated into your apartment lease agreement.

1. **INSURANCE** – The owner and the property management company (together, the “Management”) require that all residents obtain personal property or renter’s insurance and personal liability insurance. The Management does not have an insurable interest in the residents’ personal property or personal liability and will not be liable for any damage to personal property or personal liability of residents and their guests.
2. **CIGARETTE DISPOSAL** – Cigarettes are to be extinguished and disposed of properly. Discarding cigarette butts off the balcony and other irresponsible smoking practices will not be tolerated.
3. **COOKING RULES** – The following cooking rules must be adhered to:
 - a. Cooking is only allowed in the kitchen area. No cooking equipment of any kind is allowed in the living areas of your apartment.
 - b. Stoves must be kept free of grease.
 - c. Stove areas must be kept free of newspapers, mail and other combustible materials.
 - d. Microwaves must be kept clean.
 - e. If your apartment is equipped with a fire stop or similar device; tampering or removal is prohibited.
 - f. Do not tamper with or remove the fire extinguishers.
 - g. Do not place electrical wiring too close to the stove.
4. **FIREWORKS** – Fireworks are strictly prohibited anywhere on the property.
5. **CANDLES AND MATCHES SAFETY** – The use of unattended candles is strictly prohibited. Matches should be stored out of reach of children.
6. **SPACE HEATERS** – Space heaters with exposed heating elements are prohibited. Keep space heaters with covered heating elements away from curtains, upholstered furniture and other combustible materials.
7. **BALCONIES / PATIO / PRIVATE YARDS** –
In the event your community has balconies, decks, patios or private yards (collectively, “Balconies”), the following policies apply.
 - a. **General:** All Balconies must be kept clean and free of debris and are not to be used as a storage space. Permitted furniture on Balconies is limited to furniture manufactured for **outdoor** use (no indoor furniture is permitted). Except as otherwise specifically provided in these Community Rules and Regulations, objects of any kind are not to be set on, hung or secured from Balconies or Balcony ledges or railings. Residents shall not store or hang rugs, clothing, laundry, flags, signs, towels, rubbish, combustible materials, automobile tires and/or parts, equipment, firewood or any other unsightly or heavy items on the Balconies or Balcony ledges.
 - b. **Bicycles:** Bicycles, tricycles, big wheels or other similar items may not be stored in or on the Balconies.
 - c. **Barbecues, Grills, Smokers & Firepits.** The storage and use of any personal outdoor cooking devices and barbeques on Balconies are expressly prohibited at all times. The storage and use of tiki or other gas or propane torches, propane heaters, and open flame devices are expressly prohibited.
 - d. **Load Limits:** All Balconies have a weight limitation and are not designed to accommodate an excessive number of people. Accordingly, weight on Balconies in excess of this weight limitation creates a risk and could cause serious injury (including death) or property damage. Residents should pay special attention to the total weight (including both people

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and personal property) on a Balcony at any one time. The specific weight limitation for a Balcony will be provided upon written request to the Community Manager.

8. NOISE AND NUISANCE – Community living requires each resident to consider his/her neighbors. Loud or excessive noise or any other objectionable behavior or activity in apartments, hallways or outside areas is prohibited at all times. The hours from 10:00 pm to 8:00 am are quiet hours and noise levels should be kept to a minimum. Residents and their guests shall not commence, suffer or permit any nuisance in, on or about the property or in any way annoy or interfere with the quiet enjoyment of any other residents or the Management.
9. RECREATIONAL AND SERVICE FACILITIES – Recreational and service facilities including, but not limited to, spa, fitness center, tennis courts, clubhouses and clothes care centers may be enjoyed during the posted hours of operation. In addition, all residents and their guests must follow any and all posted rules and regulations in these recreational and service facilities.
10. POOL AREAS – Swimming pool hours and rules are posted in the immediate pool area; these are to be observed for the safety of all residents. Children may swim when accompanied by a responsible person over 18 years of age. Up to two guests per apartment are welcome in the pool area, however all guests must be accompanied by a resident. Glass containers and pets are not allowed in the pool area.
11. GUESTS – Residents shall be responsible and liable for the conduct of their guests. Each resident is responsible for ensuring that his or her guests know and follow these Community Rules and Regulations.
12. PETS – Certain animal(s) are permitted within the community with prior written permission by the Management. Animals that are permitted within the community are to remain in the apartment home except when being carried in a closed pet carrier or taken on a leash. For your and your pet's enjoyment, many communities offer pet stations and/or dog parks. It is your responsibility to clean-up after your pet. Failure to do so may result in a fine up to \$ _____ per occurrence. Any damage or injury caused by your pet is also your financial responsibility. At any time, your community may choose to modify its pet rules and regulations. A monthly pet fee or additional pet deposit may be required. Breed restrictions are strictly enforced.
13. ENTRANCES, HALLWAYS, WALKS & LAWNS – Entrances, walks, elevators, vestibules, hallways, stairways, landings, lawns, and other public areas outside of the apartment homes shall not be obstructed or used for any other purpose than for access to and from the buildings or apartments. Bicycles, tricycles, big wheels or other similar items may not be stored in these areas.
14. PARKING & VEHICLE REPAIRS – Parking shall be permitted only in those areas or spaces designated by the Management. Reserved/garage/carport parking may be available at your community for an additional monthly fee. The following vehicles are required to park in designated spaces, subject to monthly fees, if provided: boats, campers, trailers, recreational and commercial vehicles. If designated spaces are not provided, the aforementioned are prohibited from parking within the community. Parking is not allowed in the fire lanes or on the grass. Repairs to vehicles are not permitted anywhere on the community. Any and all vehicles which are improperly parked, unregistered, unlicensed, uninsured or inoperable will be towed at the vehicle owner's expense. All motor vehicles must be registered with the Management, providing proof of registration and insurance. Garages, carports and other parking areas available for all residents are for the normal parking of passenger vehicles and the storage of any personal belongings, including any flammable substances, tools and furniture, in these areas is prohibited.
15. MOTORCYCLES & MINI-BIKES – All motorcycles, mini-bikes and their operators must be properly licensed. Motorcycles must be parked in parking spaces. Storage of motorcycles and mini-bikes are not allowed on Balconies, stairwells, breezeways, courtyard areas, lawns or inside apartment homes. Riding of motorcycles and mini-bikes in the community other than for access to and from the community is prohibited.
16. ALL TERRAIN VEHICLES – All types of terrain vehicles are not permitted within community.

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17. TRASH RECEPTACLES – Trash is to be disposed of in a securely tied bag and placed inside of trash receptacles, dumpsters and/or compactors. Empty boxes must be broken down before placing them in any trash receptacle. Please do not litter. Use trash receptacles provided throughout the community.
18. SATELLITE DISH ANTENNAS & OTHER ANTENNAS – Radio, television, citizen's band, satellite dish or other antennas shall not be placed on or affixed to the roofs, exteriors of the buildings, breezeways or other common areas of the community. However, antennas that are designed to receive direct broadcast satellite services, video programming services, fixed wireless signals other than via satellite, or local television broadcast may be placed inside an apartment or on a resident's private Balcony or Balcony ledge after providing notice to the Management and signing a satellite dish or antenna addendum.
19. WINDOWS, DOORS, SHADES & DRAPES – All drapes and shades installed by the resident must be lined in white to present a uniform exterior appearance. Objects of any kind other than fire/safety stickers are not to be placed on or affixed to the windows or doors where they are visible from the exterior of the building. Such objects include, but are not limited to, bedding, clothing, laundry, tape, signs, posters, flags, stickers, decals or tinfoil. Awnings, shades or other projections may not be attached to the buildings without prior written permission from the Management.
20. WALLS & FIXTURES – The walls, ceilings and woodwork are not to be marred, with the exception of standard picture hooks, shade and curtain rod brackets. Alterations, additions, paintings or improvements may not be made without the prior written permission of the Management.
21. HOUSEKEEPING - In order to reduce insect infestation, the apartment should be kept clean, trash should be taken out daily and apartment should be free of dirty dishes, exposed food and pet waste.
22. PLUMBING – Residents and their guests shall not throw feminine products, rags, matches, cigarette butts, grease or other foreign matter in the toilets, sinks, disposals or bathtubs. Residents are subject to charges associated with unclogging plumbing equipment due to negligence or misconduct of residents and their guests.
23. LOCKS, KEYS & SECURITY – Locks shall not be changed or added by residents. If the Management agrees to a lock change or addition, the resident may be charged for this service. At all times, the Management must have keys to access each apartment home for inspections, maintenance requests and emergencies. Replacement of lost keys is subject to charge. Residents who have security systems are required to furnish the Management with the entry/disarm requirements in case of emergency. The Management does not provide an after hour lock out service. If resident should lock themselves out of their apartment after the management office is closed, it is their responsibility to call a locksmith to gain entry to their apartment. If the lock is changed by the locksmith they must notify the office so that the lock may be re-keyed during office hours.
24. STORAGE – Goods of any kind of description which are combustible, flammable or which would increase fire risk shall not be placed in storage areas. Additional storage space may be available at your community for an additional monthly fee. The Management is not responsible for any items or materials that a resident may have stored on the community regardless of whether any storage fee is charged. Storage of any kind in furnace rooms, HVAC rooms (if applicable), hot water heaters, air conditioning units, hot water heaters and electrical closets are strictly prohibited.
25. WATERBEDS – Waterbeds are not permitted.
26. FIRE EXTINGUISHERS – Fire extinguishers may be located throughout the community. If you are unfamiliar with their operation, please consult the Management. Unnecessary use or vandalism to the fire extinguisher is prohibited and may result in fines.
27. SMOKE OR CARBON MONOXIDE DETECTORS – Tampering with or disabling smoke or carbon monoxide detectors is prohibited.
28. DRYERS – Lint in dryers is to be cleaned before each use

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29. CLOTHING IRONS – Clothing irons should never be left unattended at any time and should only be used in accordance with manufacturers operating instructions
30. BUSINESS USE – Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited – except that any lawful business conducted "at home" by computer, mail or telephone is permissible if customers, clients, patients and other business associates do not come to your apartment for business purposes.
31. DAMAGE – Residents will be required to pay for all damages to their apartment beyond normal wear and tear.
32. NOTICE OF INTENT TO VACATE – A 30 or 60 day (based on state requirements) notice to vacate is required in writing as contained in the Lease Agreement. Upon receipt of such notice, the Management has the right to enter the premises with proper notice prior to the resident vacating the apartment.
33. SOLICITING – Soliciting of any type is not permitted in the community. Residents should notify the Management if any solicitation is witnessed in the community.
34. CLOTHES CARE CENTERS – The Management is not responsible for lost and/or damaged personal items and clothing left in clothes care centers
35. ADDITIONAL PROVISIONS - IN ORDER TO PRESERVE GOOD ORDER AND PROMOTE THE SAFETY, CARE AND CLEANLINESS OF THE COMMUNITY, FROM TIME TO TIME, AS OWNER AND/OR MANAGEMENT, WE RESERVE THE RIGHT TO MAKE AND ENFORCE SUCH OTHER REASONABLE RULES AND REGULATIONS AS DEEMED NECESSARY OR ADVISABLE.

RESIDENT ACKNOWLEDGES THAT HE/SHE HAS READ ALL OF THE FOREGOING COMMUNITY RULES AND REGULATIONS AND UNDERSTANDS ALL CONTAINED HEREIN. RESIDENT ACKNOWLEDGES RECEIVING A COPY OF THE COMMUNITY RULES AND REGULATIONS AND AGREES TO COMPLY WITH THEM IN ALL RESPECTS.

<u>John Stevens</u> Resident	Date <u>08/11/2016</u>
<u>John Stevens</u> Resident	Date <u>08/17/2016</u>
<u>John Stevens</u> Resident	Date _____
<u>John Stevens</u> Resident	Date _____
<u>John Stevens</u> Management Representative	Date <u>08/22/2016</u>

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CRIME FREE ADDENDUM

This Crime Free Addendum (this "Addendum") is incorporated into that certain Apartment Lease Contract (the "Lease") between RRE Williamsburg, LLC and Alyssa Portnoy, Darlene Portnoy (collectively, the "Resident") with respect to the premises described in the Lease (the "Premises") at the RRE Williamsburg, LLC (the "Apartment Community") and is in addition to all other terms and conditions in the Lease. To the extent that the terms of this Addendum conflict with those of the Lease, this Addendum shall control.

The Resident hereby agrees that neither the Resident nor any of the Resident's guests or any other occupants of the Premises may engage in any of the following conduct on or about the Premises or the Apartment Community:

1. Manufacturing, delivering, possessing with intent to deliver: or otherwise possessing drug paraphernalia or a controlled substance;
2. Engaging in or threatening violence;
3. Engaging in any act intended to facilitate criminal activity;
4. Possessing a weapon prohibited by applicable law;
5. Discharging a firearm;
6. Displaying or possessing a gun, knife, or other weapon in a common area of the Apartment Community in a way that may alarm others;
7. Tampering with utilities or telecommunications;
8. Transporting hazardous materials into the Apartment Community; and or
9. Engaging in behavior that disturbs or threatens the rights, comfort, health or safety of other residents or guests of Apartment Community.

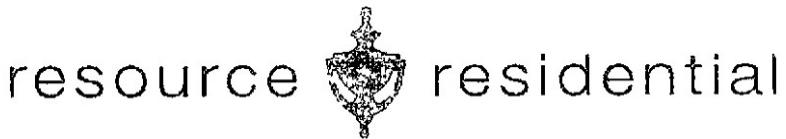
The Resident agrees that in the event that the Resident or any of the Resident's guests or any other occupants of the Premises engage in any of the foregoing prohibited conduct, such activity shall be considered a default by the Resident under the Lease. **IN SUCH EVENT, OWNER MAY IMMEDIATELY EXERCISE ALL RIGHTS AND REMEDIES AVAILABLE TO IT UNDER THE LEASE AND APPLICABLE LAW INCLUDING, WITHOUT LIMITATION, TERMINATING THE LEASE AND EVICTING THE RESIDENT FROM THE PREMISES.**

Resident

08/11/2016

Resident

08/17/2016



Fitness Center Rules & Regulations

- 1 The Fitness Center (the "Fitness Center") at RRE Williamsburg, LLC (the "Community") is provided solely for Community residents only. No visitors may use the Fitness Center without management's prior approval and the guest's execution of a Waiver of Liability form.
- 2 All residents (or their parents or legal guardians if applicable) must sign the Waiver of Liability form below before using the Fitness Center
- 3 Residents under the age of 16 may not use the Fitness Center unless accompanied by a parent or legal guardian at all times
- 4 FITNESS CENTER USERS SHALL USE THE FACILITY AT THEIR OWN RISK AND SHALL ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ANY INJURY OR LOSS THAT RESULTS THEREFROM
- 5 All equipment and facilities must be used strictly in accordance with their instructions
- 6 No smoking is permitted in the Fitness Center
- 7 All Fitness Center users must wear shoes and a shirt at all times.
- 8 No equipment may be removed from the Fitness Center
- 9 No clothes, towels or personal articles may be left in the Fitness Center. Management is not responsible for any personal belongings left in the Fitness Center.
10. There is no attendant in the Fitness Center
- 11 These rules and regulations may be amended at any time at management's sole discretion
- 12 Management reserves the right to revoke any resident's use of the Fitness Center in its sole discretion

Waiver of Liability

I hereby understand and acknowledge that my use of the Fitness Center may expose me to many inherent risks, including accidents, injury, illness or even death and that I will use the Fitness Center at my sole risk. I understand that I should consult with a physician prior to engaging in any exercise program.

I, THE UNDERSIGNED RESIDENT, DESIRE ACCESS TO AND USE OF THE FITNESS CENTER AT THE COMMUNITY IN CONSIDERATION THEREFOR, I, FOR MYSELF, AND ON BEHALF OF MY HEIRS, PERSONAL REPRESENTATIVES AND EXECUTORS, HEREBY RELEASE AND FOREVER DISCHARGE RRE Williamsburg, LLC, ITS AFFILIATES, AGENTS, SERVANTS, EMPLOYEES, SUCCESSORS AND ASSIGNS INCLUDING, WITHOUT LIMITATION, RESOURCE REAL ESTATE MANAGEMENT, INC. DB/A RESOURCE RESIDENTIAL AND ITS AFFILIATES AGENTS, SERVANTS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "LANDLORD ENTITIES"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS AND CAUSES OF ACTIONS THAT COULD OTHERWISE BE BASED UPON MY DEATH, PERSONAL INJURY AND/OR ANY OTHER DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM MY ACCESS TO OR USE OF THE FITNESS CENTER. FURTHER, I AGREE TO INDEMNIFY, PROTECT AND DEFEND EACH OF THE LANDLORD ENTITIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES OR DAMAGES AND EXPENSES RELATED THERETO (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES) ARISING DIRECTLY OR INDIRECTLY FROM MY ACCESS TO AND USE OF THE FITNESS CENTER

The undersigned Resident acknowledges and agrees to be bound by the above rules and regulations and all future changes thereto

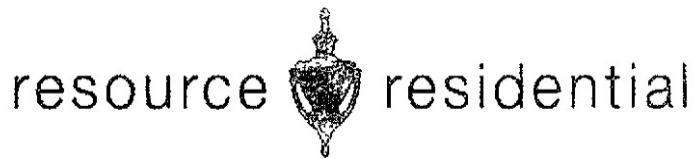
I acknowledge with my signature below that I have carefully read this Waiver and Liability form and fully understand that it is a release of liability

Name (printed)

Name (signature)

Address

Date



Package Release Authorization

Williamsburg of Cincinnati Apartments will accept, sign and store packages from commercial delivery services (UPS, FED EX, Dry Cleaning company, etc.) for residents as a courtesy. Your signature at the bottom of this form releases Williamsburg of Cincinnati Apartments from all liability for accepting/storing these packages and items.

Resident(s) Signature:

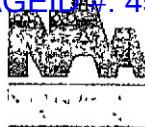
Owner's Representative Signature.

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E-SIGNATURE CONFIRMATION



DOCUMENT INFORMATION

Status Signed
Document ID 97427367

Sent 08/10/16
Completed 08/22/16
Total Pages 29

Forms Included Lead Hazard Disclosure Addendum, Apartment Lease Form, Animal Addendum, All-In-One Utility Addendum, Bed Bug Addendum, Mold Information and Prevention Addendum, Lease Contract Buy-Out Agreement, Renter's or Liability Insurance Addendum, Remote Control Card or Code Access Gate Addendum, Community Rules and Regulations, Crime Free Addendum, Fitness Center Rules and Regulations, Package Release Authorization

OWNER INFORMATION

Owner Representative Jessica Stevens

Date Signed 08/22/2016 09:09:03 AM CDT

PARTIES

Name	E-mailed To	Signatures	IP Address	Date Signed
Alyssa L Portnoy	portnoy.alyssa@gmail.com		10.100.10.152	08/11/2016 09:31:29 PM CDT
Darlene K. Portnoy	darlene.corinco@owenscorning.com		10.100.10.152	08/17/2016 06:17:50 PM CDT
Jessica Stevens	jstevens@resourceresidential.com		10.100.10.152	08/22/2016 09:09:03 AM CDT

DOCUMENT AUDIT

- 08/11/16 09:28:16 PM CDT Alyssa L Portnoy installed Lead Hazard Disclosure Addendum
- 08/11/16 09:28:18 PM CDT Alyssa L Portnoy signed Lead Hazard Disclosure Addendum
- 08/11/16 09:28:21 PM CDT Alyssa L Portnoy dated Lead Hazard Disclosure Addendum
- 08/11/16 09:28:46 PM CDT Alyssa L Portnoy signed Apartment Lease Form
- 08/11/16 09:29:04 PM CDT Alyssa L Portnoy signed Animal Addendum
- 08/11/16 09:29:17 PM CDT Alyssa L Portnoy signed All in One Utility Addendum
- 08/11/16 09:29:18 PM CDT Alyssa L Portnoy dated All-In-One Utility Addendum
- 08/11/16 09:29:31 PM CDT Alyssa L Portnoy signed Bed Bug Addendum
- 08/11/16 09:29:42 PM CDT Alyssa L Portnoy signed Mold Information and Prevention Addendum
- 08/11/16 09:29:54 PM CDT Alyssa L Portnoy signed Lease Contract Buy-Out Agreement
- 08/11/16 09:30:05 PM CDT Alyssa L Portnoy signed Renter's or Liability Insurance Addendum
- 08/11/16 09:30:15 PM CDT Alyssa L Portnoy signed Remote Control, Card or Code Access Gate Addendum
- 08/11/16 09:30:29 PM CDT Alyssa L Portnoy signed Community Rules and Regulations
- 08/11/16 09:30:41 PM CDT Alyssa L Portnoy dated Community Rules and Regulations
- 08/11/16 09:30:52 PM CDT Alyssa L Portnoy signed Crime Free Addendum
- 08/11/16 09:30:54 PM CDT Alyssa L Portnoy dated Crime Free Addendum
- 08/11/16 09:31:03 PM CDT Alyssa L Portnoy signed Fitness Center Rules and Regulations
- 08/11/16 09:31:16 PM CDT Alyssa L Portnoy signed Package Release Authorization
- 08/17/16 06:12:42 PM CDT Darlene K. Portnoy installed Lead Hazard Disclosure Addendum
- 08/17/16 06:12:52 PM CDT Darlene K. Portnoy signed Lead Hazard Disclosure Addendum
- 08/17/16 06:12:55 PM CDT Darlene K. Portnoy dated Lead Hazard Disclosure Addendum
- 08/17/16 06:13:30 PM CDT Darlene K. Portnoy signed Apartment Lease Form

23 08/17/16 06:13:55 PM CDT Darlene K. Portnoy signed Animal Addendum
24 08/17/16 06:14:24 PM CDT Darlene K. Portnoy signed All-in-One Utility Addendum
25 08/17/16 06:14:26 PM CDT Darlene K. Portnoy dated All-in-One Utility Addendum
26 08/17/16 06:14:48 PM CDT Darlene K. Portnoy signed Bed Bug Addendum
27 08/17/16 06:15:12 PM CDT Darlene K. Portnoy signed Mold Information and Prevention Addendum
28 08/17/16 06:15:31 PM CDT Darlene K. Portnoy signed Lease Contract Buy-Out Agreement
29 08/17/16 06:15:49 PM CDT Darlene K. Portnoy signed Renter's or Liability Insurance Addendum
30 08/17/16 06:16:10 PM CDT Darlene K. Portnoy signed Remote Control, Card or Code Access Gate Addendum
31 08/17/16 06:16:28 PM CDT Darlene K. Portnoy signed Community Rules and Regulations
32 08/17/16 06:16:30 PM CDT Darlene K. Portnoy dated Community Rules and Regulations
33 08/17/16 06:16:47 PM CDT Darlene K. Portnoy signed Crime Free Addendum
34 08/17/16 06:16:52 PM CDT Darlene K. Portnoy dated Crime Free Addendum
35 08/17/16 06:17:08 PM CDT Darlene K. Portnoy signed Fitness Center Rules and Regulations
36 08/17/16 06:17:33 PM CDT Darlene K. Portnoy signed Package Release Authorization
37 08/22/16 09:09:03 AM CDT Jessica Stevens initiated Lead Hazard Disclosure Addendum
38 08/22/16 09:09:03 AM CDT Jessica Stevens signed Lead Hazard Disclosure Addendum
39 08/22/16 09:09:03 AM CDT Jessica Stevens dated Lead Hazard Disclosure Addendum
40 08/22/16 09:09:03 AM CDT Jessica Stevens signed Apartment Lease Form
41 08/22/16 09:09:03 AM CDT Jessica Stevens signed Animal Addendum
42 08/22/16 09:09:03 AM CDT Jessica Stevens signed All-in-One Utility Addendum
43 08/22/16 09:09:03 AM CDT Jessica Stevens dated All-in-One Utility Addendum
44 08/22/16 09:09:03 AM CDT Jessica Stevens signed Bed Bug Addendum
45 08/22/16 09:09:03 AM CDT Jessica Stevens dated Bed Bug Addendum
46 08/22/16 09:09:03 AM CDT Jessica Stevens signed Mold Information and Prevention Addendum
47 08/22/16 09:09:03 AM CDT Jessica Stevens signed Lease Contract Buy-Out Agreement
48 08/22/16 09:09:03 AM CDT Jessica Stevens signed Renter's or Liability Insurance Addendum
49 08/22/16 09:09:03 AM CDT Jessica Stevens signed Remote Control, Card or Code Access Gate Addendum
50 08/22/16 09:09:03 AM CDT Jessica Stevens signed Community Rules and Regulations
51 08/22/16 09:09:03 AM CDT Jessica Stevens dated Community Rules and Regulations
52 08/22/16 09:09:03 AM CDT Jessica Stevens signed Crime Free Addendum
53 08/22/16 09:09:03 AM CDT Jessica Stevens signed Fitness Center Rules and Regulations
54 08/22/16 09:09:03 AM CDT Jessica Stevens signed Package Release Authorization

PLAINTIFF'S
EXHIBIT

2



Resident's Notice of Intent to Move Out

To be delivered to owner's representative

DWELLING UNIT DESCRIPTION. Unit No 9807 (street address) 9807 Constitution Dr (city), Ohio, 45215 (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date July 27, 2017 Owner's name RRE Williamsburg, LLC
Alyssa Portnoy, Darlene Portnoy Residents (list all residents)

Date you will move out and surrender premises: 8/19/17

1. **CHANGES IN MOVE-OUT DATE.** Under the Lease Contract, you must obtain our prior written approval to change or retract the move-out date. You may not hold over beyond the above move-out date. If the dwelling is relet to others after we receive this notice, you won't be granted any extensions. We and any new residents may rely on this move-out notice for all purposes.
2. **DATE OF SURRENDER.** Under the Lease Contract, you *surrender* the dwelling unit for all purposes (including security deposit refund, cleaning, and all repairs) when you do any of the following.
 - turn in all keys/access devices where you pay the rent,
 - the move-out date has passed and no one is living in the dwelling;
 - abandon the dwelling (as defined in the Lease Contract)
3. **EARLY MOVE-OUT AND OTHER LEASE CONTRACT VIOLATIONS.** Under the Lease Contract, our representative's receipt of this notice does not constitute approval of an early move-out and does not constitute a release of any resident's liability for money due under the Lease Contract. We reserve all contractual and statutory remedies for unauthorized early move-out, including late payment charges, returned-check charges, damages, attorney's fees, and liability for increased holdover rents and Lease Contract extensions.
4. **HOLDOVER.** If you stay beyond the move-out date, you will be subject to increased rent for the holdover period and liable for all damages as outlined in the Lease Contract.

Your Signature or Signatures

Alyssa Portnoy

Your Forwarding Address

(You must provide this information)

1050 Greenup St. Apt. #2
Covington, KY
41011

You may be contacted now at:

Home phone (419) 386-6671Work phone ()Date when you delivered this notice 8/19/17

FOR OFFICE USE ONLY:

Owner's representative who received notice

Chanel BrownDate notice was received: 7/27/17Move-out date was approved or disapproved

Tear Here

Owner's Acknowledgment of Receiving Move-Out Notice
(To be copied, returned to and kept by residents)I acknowledge receiving your notice of intent to move out of Apt. No 9807 in RRE Williamsburg, LLC

(name of apartment community), or street address (if house, duplex, etc.)

Date of intended move-out 8/19/17 If move-out is approved, prorated rent (if any) through move-out date: \$ 0

If your move-out notice does not comply with the Lease Contract and we haven't given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease Contract or renewal period expires as defined by the Lease Contract.

Williamsburg

of Cincinnati

APARTMENTS & TOWNHOMES



August 24, 2017

Alyssa and Darlene Portnoy
1050 Greenup St Apt 203
Covington, KY 41011

Dear Alyssa and Darlene:

Please let this serve as notice regarding a balance you owe to Williamsburg of Cincinnati.

After completing a move-out inspection of your apartment, assessing any deposits, and recognizing your final payment, your balance total is \$937.52. A copy of your Final Account Statement, itemizing our inspection, is attached.

We're able to hold your account, at Williamsburg of Cincinnati, for 30 days from the date of this letter before transferring your account to a collection agency.

Please make check, or money order payments to:

Williamsburg of Cincinnati

200 W. Galbraith Rd, Cincinnati, OH 45215

We appreciate your timely response to this letter.

Brittany Carpenter
Assistant Community Manager
Williamsburg of Cincinnati



Move Out Statement

Date 8/24/2017

Code	t0132089	Property	3090	Lease From	08/20/2016
Name	Alyesa Portnoy	Unit	9807	Lease To	08/19/2017
Address	1050 Greenup Street Apt 203	Status	Past	Move In	08/20/2016
		Rent	615.00	Move Out	08/19/2017
City	Covington, ky 41011			Notice	07/27/2017
Telephone	(O)-0 - (H)-0 -				

Date	Description	Charge	Payment	Balance	Chg/Rec
	Balance as of 08/01/2017			0.00	
08/01/2017	Trash - 06/01/17-06/30/17	5.00		5.00	4685068
08/01/2017	Service fee - 06/01/17-06/30/17	4.55		9.55	4685069
08/01/2017	Water/Sewer - 06/01/17-06/30/17	29.92		39.47	4685070
08/01/2017	Rent - Residential (08/2017) 19 days	376.94		416.41	4707279
08/04/2017	chk# :ACH-301297 Pre-Authorized Payment		416.41	0.00	2347426
08/19/2017	:Security Deposit Paid In credit	(200.00)		(200.00)	4748133
08/19/2017	Insufficient Notice (37 days of 60 day notice left. Charge remaining days at a MTM rate of \$898.00)	1,071.81		871.81	4748134
08/21/2017	Final Moveout fee	1.95		873.76	4746020
08/21/2017	Trash (Income) - 07/01/17-07/31/17	5.00		878.76	4746021
08/21/2017	Utility (Income) - 07/01/17-07/31/17	4.55		883.31	4746022
08/21/2017	Water (Income) - 07/01/17-07/31/17	28.89		912.20	4746023
08/21/2017	Final Trash (Income) - 08/01/2017-08/19/2017	3.06		915.26	4746024
08/21/2017	Final Utility (Income) - 08/01/2017-08/19/2017	4.55		919.81	4746025
08/21/2017	Final Water (Income) - 08/01/2017-08/19/2017	17.71		937.52	4746026

Michael D. Portnoy
Attorney at Law
810 West South Boundary Rd.
Perrysburg, Ohio 43551
PH: 419-874-2775 FX: 419-874-2777

August 28, 2017

FAX: (513) 948-0761

Manager of Williamsburg of Cincinnati
200 West Galbreath Rd.
Cincinnati, Ohio 45215

RE: Apartment charges for Alyssa Portnoy

To whom it may concern

I represent Alyssa Portnoy regarding a bill concerning the move out notice on page five (5), paragraph thirty-seven (37) of Ms. Portnoy's lease agreement with the Williamsburg Apartments.

Neither Paragraph thirty-seven (37) nor paragraph three (3) of the lease agreement states Williamsburg Apartments may charge a fee regarding the notice requirement. Therefore, you have no legal right to attempt to collect any claimed fees.

If you or any collection agency attempt to collect on this supposed debt, a class action counterclaim will be filed against you alleging among other claims, violations of the Fair Debt Collection Practices Act, the Ohio Consumer Sales Practices Act, state and federal civil RICO claims and breach of contract.

I trust this matter will now be concluded.

Sincerely,
s/ Michael D. Portnoy
Attorney for Alyssa Portnoy

Cc: Darlene Portnoy
Alyssa Portnoy



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1000 MAIN ST
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Cincinnati, Ohio #2 P&EX 452-2444

11/13/2017 SUMMONS & COMPLAINT
NATIONAL CREDIT SYSTEMS INC
3750 NATURALLY FRESH BLVD
ATLANTA GA 30349

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